

## SWORN STATEMENT

For use of this form, see AR 190-45: The proponent agency of the Deputy Chief of Staff for Personnel.

LOCATION: Fort Gillem, GA

DATE: 14 Aug 08

TIME: 1558 *MT*

FILE NUMBER: SOCO 0058-08

LAST NAME, FIRST NAME, MIDDLE NAME: Tontarski Jr, Richard Eugene

LAST FOUR OF SSN: XXX-XX 

GRADE/STATUS: YC-03

ORGANIZATION OR ADDRESS: U.S. Army Criminal Investigation Laboratory, Fort Gillem, GA 30297

*97* I, Richard E. Tontarski want to make the following statement under oath:

**This office is investigating various allegations levied against you regarding a contract process with the National Forensic Science Technology Center (NFSTC).**

Q: What do you know about the NFSTC?

A: It was founded by the American Society of Crime Lab Directors in the mid-1980s. It's a not-for-profit corporation intended to provide support to the forensic community.

Q: Does USACIL have a long standing relationship with the NFSTC?

A: I don't know. I understand that they have done some work for USACIL in the past.

Q: Do you know when USACIL initiated a relationship with the NFSTC to assess and improve training, who initiated it, and why?

A: In 2008, I pointed people toward NFSTC for training development. The Defense Forensic Enterprise System concept was created. It identified new forensic requirements. BG Johnson identified a need to deploy forensic examiners. This drove the need to develop new and faster ways to train examiners. We've been training people at USACIL for 60 years and have had a limited mindset on training. We've always seen it as a classroom and lab based process that takes 18-24 months. Now we have to deliver examiners faster to meet requirements. I use the term fit-for-purpose.

Q: What involvement did you have in this process?

A: I directed the branch chiefs to look at new ways to train. It took a lot of convincing as people were used to doing training themselves. The mindset is that if we don't do it ourselves then it won't be right. I believe in leveraging others to save ourselves for key tasks. We're not professional trainers, and do not have the resources to deliver the training that is coming. We need to plan for it.

Q: What authority did you have to participate in this process?

A: I am responsible for all of the technical aspects of the laboratory.

Q: Who was directing your participation in the process?

A: I pretty much identified the need to revitalize training and took initiative. I kept the director and chief of staff briefed on what I was doing.

Q: Were you provided any specific instructions regarding your role?

A: No.

Q: What services was USACIL trying to procure from the NFSTC?

A: Three sets of things. The evaluation of the programs of instruction. Training delivery – particularly for firearms training. Also, a pilot module associated with distance learning delivery.

Q: What were the timelines, as far as identifying the need, working the contract process, and then when the service was actually needed?

Initial of person making statement *RT*

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**Statement of Richard E. Tontarski, Taken at Fort Gillem, GA, Dated 14 Aug 08, Continued**

*NT*  
A: Sooner rather than later. We have a hard requirement to deliver two trained firearms examiners in theater in Aug 09.

Q: Who is in charge of the process to provide a contract to the NFSTC?

A: Ultimately it falls to the chief of staff. The technical aspect is my responsibility.

Q: What is the current status of the contract process with the NFSTC?

A: We submitted a sole source justification to the contracting office. They were going to look at it. I don't know where they are with that.

Q: What was the value of the intended contract for the NFSTC to provide services to USACIL?

A: I don't remember, \$100,000? But, I can readily look it up.

Q: What roles have Mr. Abernathy and the branch chiefs played in the contract process with the NFSTC?

A: Abernathy has been directing the execution of the contract. He held meetings to determine whether it was viable to have a sole source contract. It was determined that the sole source contract made sense, and coordinated to get it to contracting. The Firearms and Latent Print Branch chiefs wrote the Scopes of Works. Ned Tamburini combined everything into the contract package. Lisa Kreeger and I reviewed it.

Q: Why was the NFSTC selected as a possible source for this contract?

A: Because they have a proven track record for doing this kind of work. Again, I point to the sole source justification. The forensic community is very small. There are few providers who can bring the assets to the table. They have curriculum development expertise. They have in-house studios to digitize and put material into pod-casts. They have expertise in the various disciplines. They have delivered well thought of products to other agencies in the past. They have done or are doing work in firearms and latent prints training with NIJ.

Q: If a sole source contract was being considered with the NFSTC, do you know why they were being considered as a sole source?

A: There really aren't other organizations that can do everything. They embody all aspects of what it takes to deliver what we need. Yes, I could find a person to stand-up and deliver firearms or latent print training. There are companies that have curriculum development specialists, or make video packages. I submit there are no other companies that embody all of our requirements.

Q: Were you aware of the services that the NFSTC could provide before this contract process started? How were you aware?

A: I've been aware of their existence for over twenty years.

Q: Have you worked with NFSTC in other positions before you came to USACIL?

A: No.

Q: Do you personally know anyone affiliated with the NFSTC?

A: Yes. The CEO Kevin Lothridge. Dave Epstein. I've known them for twenty years. Bill Tillstone, the previous CEO. My wife is on their board of directors.

Q: What does your wife do for NFSTC?

A: She is in an unpaid position. All the board members are volunteers. She goes to periodic meetings as the secretary for the board. Her per diem expenses are reimbursed at government rates.

Q: Does your wife work as a paid worker on NFSTC contracts?

A: Yes, she has just started doing that. So far she has received a grand total of about \$400. She is running the National Institute of Justice DNA technology transfer workshop. She is a DNA

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Q: Did you conspire with Mr. Abernathy or any other USACIL personnel to wrongly award a contract to the NFSTC?

A: No, I did not. That's absurd.

Q: Do you know of any kickbacks that the NFSTC may have provided to anyone in USACIL?

A: No.

Q: Describe your knowledge of any market research done by the branch chiefs?

A: Don Mikko and Don Coffey contacted people in their fields and checked the internet to search for companies that had the abilities to provide the things outlined in the SOW.

Q: Did you make or direct anyone to make improper efforts to show other sources of these services did not have the capabilities to perform the services needed by USACIL?

A: Absolutely not.

Q: Do you know if any of the branch chiefs intentionally tried to get negative responses from the colleagues or professional agencies that they contacted about possibly providing the services need by USACIL?

A: I have no knowledge of that. I can't envision them doing that.

Q: Describe the process by which the NFSTC came to USACIL to do the gap analysis on training?

A: It goes back to one of your original questions. We needed to evaluate our training to see what could be improved and where we needed to go. I knew from colleagues that NFSTC was developing a curriculum in latent prints under NIJ with Ron Smith & Associates. Smith and I briefly discussed this at a meeting. I thought that we should leverage all that knowledge that someone else is paying for. I can't recall, but almost certainly I had a conversation with Lothridge. Coffey and Mikko did not know what NFSTC could do. So, they went separately to NFSTC to learn what they could do and to get comfortable. Once they were comfortable, we went forward to assess what USACIL needed.

**In the anonymous complaint it was alleged that several branch chiefs were ordered by you to travel down to the NFSTC in order to discuss their capabilities in performing the specifications that were later going to be written into a sole source contract.**

Q: What participation did you have in this?

A: I think Coffey and Mikko went to NFSTC before the gap analysis that identified what we needed. There was never any discussion about specifics we might put in a sole source justification that I'm aware of.

Q: Did you order anyone to travel to the NFSTC as alleged above?

A: I told them to go and see what NFSTC was like. I asked them not to make a judgement sight unseen.

Q: Do you know of other services, payments to the NFSTC by USACIL?

A: No, just for the assessment.

Q: Did you threaten any subordinates with adverse personnel actions if they did not support the plan to make the NFSTC the sole source provider for USACIL training?

A: No.

Q: What training have you attended or what personal research have you conducted into the contracting service in the Department of Defense?

A: A few weeks ago, I attended a class here at USACIL. But, I have worked at many contract-related issues in other agencies. So, from that perspective, I am generally familiar with federal

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**Statement of Richard E. Tontarski, Taken at Fort Gillem, GA, Dated 14 Aug 08, Continued**

contract procedures. Military contracting officials seem to be hesitant to fully use the provisions of the Federal Acquisition Regulation.

Q: Do you think your wife's association with the NFSTC created a conflict of interest when you advocated the NFSTC to become a sole source provider?

A: No. I appreciate that it creates a perception of a conflict of interest. She is not compensated by them. I tried to find the right people to do the right job for USACIL.

Q: Prior to initiating steps to involve the NFSTC in USACIL training, did you make anyone in USACIL aware of your wife's position on the NFSTC board?

A: I think it was broadly known by a lot of people. There was no effort to hide it.

Q: Did you take or consider taking any steps to confront and resolve any possible conflict of interest before initiating steps to involve the NFSTC in USACIL training?

A: Everyone was aware of it. I listed it as an attachment on the OGE 450.

Q: The date of the attachment was the day before the NFSTC came to USACIL for the gap analysis. Why didn't you confront it earlier?

A: I was not aware of the date associated with the financial disclosure for or the NFSTC assessment. I was responding to a memo to Mr. Chelko, dated 7 May 08, from Kreeger requesting the OGE 450 be completed. My wife's role in the NFSTC was widely known. I believe I discussed it with all or almost all of the branch chiefs at some point this spring. It was an attempt to encourage folks to openly discuss issues rather than gossip with incomplete information. Mr. Chelko had similar discussions with the branch chiefs. We were trying to get out ahead of issues.

Q: Were you present at any meetings with contracting officials?

A: We had one meeting during the training class with the contracting attorney and K-Jen, Chelko, Kreeger and Abernathy. We talked about the sole source justification, but they had not read it and were going to get back with us.

Q: Was the issue of your wife's association with the NFSTC discussed with the contracting officials?

A: Yes. They said it was perceived conflict of interest. We asked how to mitigate it, and don't remember getting a direct answer. We also discussed the NFSTC training assessment. They felt the assessment would disqualify the NFSTC from competing for a contract. Abernathy asked what would happen if they were the only company that could do the work, and never got an answer.

Q: Is there anything that you wish to add to this statement?

A: No.///End of Statement///